Annexure-1 Clarification to Pre-Bid Queries
Providing Project Management Consultancy services to BESCOM for implementation of Upgradation of DAS in Bengaluru city project

SPECIFICATION NO: Tender enquiry No.: BESCOM/2025-26/SE0293 date – 25.09.2025 (Email: gmdas@bescom.co.in)

S.No	Page No.	Clause no.	Existing Clause	Pre-bid query	BESCOM Clarifications
1	7	Section I IFB - PMC for Upgradation: 1.4. Qualifying Requirements Sr. No. 1 (a): Documents to be uploaded (Point 3)	Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s).	We kindly request to remove this clause. We can provide board resolution specifying authorized signatories effective as on date of inviting tenders.	Tender condition prevails
2	11	Section I IFB - PMC for Upgradation: 1.4. Qualifying Requirements: Sr. No. 7	Litigation History: Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. 2020- 21, 2021-22, 2022-23, 2023-24 and 2024-25 and up to date of bid submission. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.	1. While the RFP has sought details of all such litigations from bidders, the RFP does not mention any objective criteria about how these details would be used / evaluated and what bearing the details would have on the evaluation of proposals submitted by bidders. For eg. if a bidder submits details of 12 litigations and another bidder submits details of 15 litigations, it is not clear how your good office would objectively evaluate these litigation details and how it would impact both the bidders. Moreover, any professional services firm having long standing operations may have various ongoing litigations in the normal course of business including cases filed by the bidder against its vendors, employees, theft at office premises, cyber security attacks etc. in exercise of its legal rights and remedies available under the law. It is not clear whether the litigations filed by the bidder and the litigations filed against the bidder would be treated at the same footing or different footing for the purpose of any evaluation of the litigation history. In any event, filing suits / complaints etc to seek legal remedy is a matter of legal right available to every Indian citizen under the laws of India and we firmly believe it should not have a bearing on the eligibility of a bidder to participate in the Govt tenders. (This para is not to be included in case the client is asking for litigations filed against bidder only). We would request your good office to kindly clarify the objective criteria based on which these litigation details would have a bearing on the proposal evaluation. If there are no objective criteria, and if the litigation details would be subjectively / arbitrarily evaluated, then we firmly believe that seeking the litigation details is not warranted and we would humbly request you to kindly consider deleting this requirement for seeking litigation details. 2. Further, since these are pending litigations, the outcome of these litigations cannot be predicted with certainty. Most reputed firms with long standing operations may also have insurance policies to provide them with cover from any professional liability. Thus, even if such pending litigations are adversely determined against the bidder, they may not necessarily adversely impact the bidder's ability to provide services or continue as a going concern. 3. In addition, there could be several matters of contractual dispute under arbitration. We understand that as per Section 42A of the Arbitration & Conciliation Act, 1996, the parties to the arbitration agreement are mandated to maintain confidentiality of all arbitral proceedings. Accordingly, even if a bidder shares details of litigation, the details of pending arbitration cannot be shared by the bidder as a party to the arbitration. If that be the case, it is not clear what purpose can be achieved and what determination can be made, if any, about a bidder based on the details of mere pending litigations sans the details on pending arbitration. Therefore, we would request you to kindly reconsider the rationale for seeking litigation history / details from the bidders under the RFP and consider removing this requirement from the RFP.	Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. 2020- 21, 2021-22, 2022-23, 2023-24 and 2024-25 and up to date of bid submission in a notarized self-declaration.

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3	18	Section I IFB - PMC for Upgradation: Caluse 1.9 : Important Information : Sr. No. 4	Before Bidding for the above works, Bidder shall fully familiarize himself with the site conditions and general arrangements, etc. Though BESCOM shall endeavour to provide the information, it shall not be binding for BESCOM to provide the same. The Bidders are advised to visit the Site and acquaint themselves with the Existing system, its interfaces and Design Philosophy. Bidders shall be fully responsible for providing all Equipment, Materials, System and Services specified in their Scope or otherwise which are required to complete the scope of work and successful Commissioning of the work in all respects in this Tender. Non- familiarity with the site conditions will not be considered for extra Claims and for not carrying out the Work in strict conformity with Drawings and Specifications.	We understand this as not applicable to the Bidder as per the scope of work defined in this tender. Please confirm	It is hereby clarified that the scope of work pertaining to this tender does not include any material / equipment delivery and commissioning. This is a service contract. However, it is the bidder's responsibility to acquaint themselves with the Existing system, its interfaces and Design Philosophy, if required to understand the status of "Upgradation of DAS in Bengaluru City Project".
4	5	Section III GCC - PMC for Upgradation	7.4. BESCOM and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this contract.	We understand that there may be other third parties apart from BESCOM and the successful bidder whose actions may be impacting the course of the project. We should not be held responsible for the delays arising out of the actionables for such third parties, and for reasons not attributable to us. Accordingly, kindly amend this clause	Bidder along with its partners, successors, assigns and legal representatives will be held responsible for the deliverables mentioned under the scope of this tender only. Bidder shall not be held responsible for the delay in deliverables by the contractor pertaining to "Upgradation of DAS in Bengaluru City Project"
5	7	Section III GCC - Clause 13	Unless otherwise terminated under the provisions of any other relevant clause, the contract period from date of issue of DWA shall be six months within which the works are to be completed unless extended, and the liability for the services delivered during the course of the contract shall be for the guarantee period as provided for under Clause B Guarantees & Liabilities in this section.	Requesting to limit the liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	Refer GCC Clause 22
6	7	Section III GCC - Clause14 : TIME – THE ESSENCE OF THE CONTRACT : 14.2	Contractor shall complete the work in phases as detailed in the scope of work within six months from the date of issue of work award. However, consequent to delay in execution of works attributable to BESCOM, Contractor shall not be held responsible for the same.	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.	Tender condition prevails

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7	7	Section III GCC - Clause 16: Completion Time Guarantee	16.1. Contractor guarantees that it shall attain complete the scope of works specified in the bid documents within the Time for Completion specified in the bid documents pursuant to GCC Clause 13 COMPLETION OF THE CONTRACT. 16.2. If Contractor fails to comply with the Time for Completion in accordance with GCC Clause 13 for the whole of the facilities, (or a part for which a separate time for completion is agreed if any) then Contractor shall pay to BESCOM as liquidated damages for such default and not as a penalty, without prejudice to BESCOM's other remedies under the Contract. Liquidated damages are as defined in GCC Clause 50 CONTRACTOR'S DEFAULT/LIQUIDATED DAMAGES.	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	Tender condition prevails
8	7	Section III GCC - Clause 17 : Guarantee & Warranty	The consultant shall bear in mind that time is the essence of the Contract. Ifthe consultant fails to complete the Scope of Work of the Project or any part thereof limited to the extent of work that will be carried out by Contractor of "Upgradation of DAS in Bengaluru City Project" during the six months, within the timeline defined in the contract, BESCOM shall recover from the consultant as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to BESCOM's other remedies under the Contract, the Liquidated damages are as defined in GCC Clause 50 CONTRACTOR'S DEFAULT/LIQUIDATED DAMAGES.	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	Tender condition prevails
9	8	Section III GCC - Clause19.2	In the event of emergency where in the judgment of the Engineer, delay would cause serious loss or damages, corrections or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to Contractor and the cost of such work shall be paid by Contractor. In the event such action is taken by the Engineer, Contractor will be notified promptly and he shall assist where possible in preparation or making necessary corrections. This shall not relieve Contractor of his liabilities under the terms and conditions of the contract	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: *"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."*	Tender condition prevails
10	8	Section III GCC - Clause19.3	Contractor's full and extreme liability under this clause shall be satisfied by the payment to BESCOM of extra cost, of such preparation/ correction/ revision of document as provided for in the contract, such extra cost being the ascertained difference between the price paid by BESCOM for such preparation/correction/revision of the document and the Contract Price apportioned for such preparation/correction/revision of the document and repayments of any sum paid by BESCOM to Contractor in respect of such preparation/correction/revision of the document. Should BESCOM not do such preparation/correction/revision of the document, then Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by BESCOM under the Contract for such preparation/correction/revision of the document.	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: *"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."*	Tender condition prevails

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11	9	Section III GCC - Clause 22 (a)	Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to BESCOM, and	We request to rephrase this clause as mentioned below: " Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs."	Tender condition prevails
12	12	Section III GCC - Clause 26	Contractor shall agree to cooperate with BESCOM, M/s NCC Limited (Contractor for Upgradation of DAS in Bengaluru city project) and M/s OSI (OEM of SCADA-DMS-OMS system). All correspondences related to this project shall be made by the consultants only with BESCOM. No data or document to be exchanged by Contractor directly with M/s NCC or M/s OSI	Please clarify the extend of the co-operation. We understand that the extent of such cooperation would not lead to a scope creep for the bidder.kindly confirm	Extent of co-operation is limited to the scope of works of this tender.
13	14	Section III GCC - Clause 30.7	BESCOM shall also be entitled to make recoveries from Contractor bills, liquidated damages or any other payment due, in case of any error/omission on contractor's part.	We request kindly to remove this clause.	Tender condition prevails
14	14	Section III GCC - Clause 31.7	Services provided, and/or expenses incurred that exceed the maximum contract sum without BESCOM's written consent will be at Contractor's financial risk and BESCOM shall not be obligated to pay for any such services or expenses.	We understand this as not applicable to the Bidder as per the scope of work defined in this tender. Please confirm	This clause is applicable to this tender.
15	19	Section III GCC - Clause 51	CONTRACTOR'S DEFAULT/LIQUIDATED DAMAGES	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm	Contractor's liability is limited to the tender conditions.
16	22	Section III GCC - Clause 56	The Consultant, their Sub-Consultant, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BESCOM business or operations without the prior written consent of BESCOM. A NonDisclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the parties before signing of contract and any information is shared.	Kindly share the draft copy of the NDA format that shall be executed by the successful bidder for our legal review of the terms and conditions therein	NDA format will be shared with successful bidder
17	7	Section IV Forms and Annexures - PMC for Upgradation - Form 3 (Point 6)	Is not involved in any litigation or arbitration arising out of contracts that are completed or are under execution over the preceding five years i.e. 2020- 21, 2021-22, 2022-23, 2023-24 and 2024-25 and up to date of bid submission	We request you to delete this clause or limit its extent to BESCOM only: any professional services firm having long standing operations may have various ongoing litigations in the normal course of business in exercise of its legal rights and remedies available under the law. Therefore, we would request you to kindly reconsider the rationale for seeking litigation history / details from the bidders under the RFP and consider removing this requirement from the RFP.	Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. 2020- 21, 2021-22, 2022-23, 2023-24 and 2024-25 and up to date of bid submission in a notarized self-declaration.

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18		General Query	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Contractor's services and deliverables shall be limited to the scope of works of this tender.
19	22	Section III GCC - Clause 56	BESCOM and the Consultant shall keep confidential and shall not, without the written consent of the other Party here to, divulge to any Third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. The Consultant, their Sub-Consultant, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BESCOM business or operations without the prior written consent of BESCOM. A NonDisclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the parties before signing of contract and any information is shared.	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines. *"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."*	Tender condition prevails
20		General Query	Extension of time for submission of detailed Pre-bid queries	Owing to the nature and complexity of the bid, we require additional time for the detailed review of the legal and risk related terms and conditions that would enable us to factor in all conditions prior to submission of our bids. We request an extension of the pre-bid query submission timeline by another 7 working days (i.e. till 30th October 2025) for the proposal submission considering the project scale, complexities, festivities and involvement of multiple stakeholders. This will enable us to put forward our best proposal.	Tender schedule is as defined in KPP portal
21		General Query	Extension of bid submission deadline	We reiterate our request for an extension of the submission deadline at least 15 days from the date of publication of the response to the pre-bid queries being notified to the bidders.	Tender schedule is as defined in KPP portal

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22.	9	Section: 03 Clause No: 22	**LIMITATION OF LIABILITIES** Except in cases of gross negligence or willful misconduct: a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to BESCOM, and b) The aggregate liability of the Consultant to BESCOM, whether under the Contract, in tort, or otherwise, shall not exceed 10% of the amount specified in the Contract Price.	It is requested to put capping on the Limitation of Liability or please add the following clauses: BESCOM may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. If EY is liable to BESCOM under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons (Other than EY persons and Support Providers) have also contributed, EY liability to BESCOM shall be several, and not joint, with such others, and shall be limited to EY proportionate share of that total loss or damage, based on EY (Including EY persons and Support Providers) contribution to the loss and damage, relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of EY proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment. "For the avoidance of doubt, the foregoing shall not in any way alter EY responsibility for the performance of the Services by EY subcontractors (including other EY Firms)." BESCOM shall make any claim relating to the Services or otherwise under this Agreement no later than three years after discovery of the cause of action in relation to such claim.	Limitation of liabilities of the contractor under this contract is as defined in GCC Clause 22.
23.	22	Section: 03 Clause No: 55	**Confidentiality** BESCOM and the Consultant shall keep confidential and shall not, without the written consent of the other Party here to, divulge to any Third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. The Consultant, their Sub-Consultant, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BESCOM business or operations without the prior written consent of BESCOM. A Non- Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the parties before signing of contract and any information is shared. Confidentiality BESCOM and the Consultant shall keep confidential and shall not, without the written consent of the other Party here to, divulge to any Third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. The Consultant, their Sub-Consultant, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BESCOM business or operations without the prior written consent of BESCOM. A Non- Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the parties before signing of contract and any information is shared.	**It is requested to add the below Clause:** Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 year from the date of termination of this Agreement.	Details of Confidentiality Clause will be incorporated in the NDA format that will be shared with successful bidder

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24	22	Section: 03 Clause No: 55	**Confidentiality** BESCOM and the Consultant shall keep confidential and shall not, without the written consent of the other Party here to, divulge to any Third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. The Consultant, their Sub-Consultant, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BESCOM business or operations without the prior written consent of BESCOM. A Non- Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the parties before signing of contract and any information is shared.	**It is requested to add this in the clause:** EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compiles and retain in connection with the Services (but not BESCOM Information reflected in them). Upon payment for the Services, BESCOM may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	Details of Confidentiality Clause will be incorporated in the NDA format that will be shared with successful bidder
25	20	Section: 03 Clause No: 52	TERMINATION OF CONTRACT 52.1 By BESCOM BESCOM may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 52.1 and sixty (60) days' in the case of the event referred to in (e): a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as BESCOM may have subsequently approved in writing; b. if the Consultants (or any of their Members) become insolvent or bankrupt; c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the consultant, in the judgment of BESCOM has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition. e. if BESCOM, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. 52.2 By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to BESCOM, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 52.2: a. if BESCOM fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause E hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; b. If BESCOM is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by BESCOM of the Consultants' notice specifying such breach; c. if, as the result of Force Majeure, the Consultants are unable to perform the services for a period of not less than sixty (60) days.	It is requested to add the following termination provision: "EY may terminate this Agreement, or any particular Services, immediately upon written notice to BESCOM if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations."	Tender condition prevails

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26	18	Section: 03 Clause No: 45	**INSURANCE** The Contractor a) shall at its own expense take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at their (or the Sub- Consultant', as the case may be) own cost but on terms and conditions approved by the BESCOM, insurance against the risks, and for the coverage; and b) at BESCOM's request, shall provide evidence to the BESCOM showing that such insurance has been taken out and maintained and that the current premiums have been paid.	It is requested to write the clause in the below suggested language: Suggested Language: “EY shall during the term of this Agreement maintain sufficient professional indemnity insurance as required by law, regulations and professional obligations applicable in India.”	Tender condition prevails
27	18	Section: 03 Clause No: 49	**FORCE MAJEURE** Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays BESCOM or the Consultant in the performance of their obligation under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care or complied with prudent utility practices. • Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or • Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, epidemics, employee strikes or • Any event or circumstance of a nature analogous to any of the above.	It is recommended to add below clause to under Force Majeure to facilitate remote working: (i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (ii) Where Personnel are required to be in present at BESCOM premises, EY will use reasonable efforts to provide the Services on-site at BESCOM offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	Tender condition prevails
28	4	Section: 03 Clause No: 06	**USE OF CONTRACT DOCUMENTS AND INFORMATION** 6.1. The Contractor shall not, without BESCOM’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of BESCOM in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance. 6.2. The Contractor shall not, without BESCOM’s prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract. 6.3. The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from BESCOM. 6.4. Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of BESCOM and shall be returned (in all copies) to BESCOM on completion of the Contractor’s performance under the Contract if so required by BESCOM.	It is requested to add the below clause: Any information, advice, recommendations or other content of any reports, presentations, or other communications we provide under this Agreement (“Reports”), other than BESCOM Information, are for BESCOM internal use only (consistent with the purpose of the particular Services) including BESCOM board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. BESCOM may not rely on any draft Report and consultant shall not be required to update its Final Report.	Details of "Use of contact documents and information"Clause will be incorporated in the NDA format that will be shared with successful bidder

S.No	Page No.	Clause no.	Existing Clause	Pre-bid query	BESCOM Clarifications
29	13	Section: 3 Clause No: 31	**31. TERMS OF PAYMENT** Payment will be processed on monthly basis throughout the contract duration against submission of duly signed monthly invoices in triplicate and timesheet of individual consultant.	It is requested to include the following Clause: BESCOM shall pay the Consultant's invoices within thirty (30) days after receipt by BESCOM of such itemized invoices with supporting documents	Tender condition prevails
30	7	Section: IV 4.3 Form: 3 SI no. 2	Has no record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or	Please clarify Litigation history with?	Litigation or arbitration history arising out of contracts completed or under execution by the bidder over the preceding five years i.e. 2020- 21, 2021-22, 2022-23, 2023-24 and 2024-25 and up to date of bid submission.
31	12	Section I, IFB	it is mentioned that- Note: All self-declarations that are required to be uploaded shall be uploaded by the bidder as a single document in a Rs. 500/- stamp paper.	We request your clarification on the following: In the forms section, it has been mentioned that only one form, i.e., form 3 should be on 500/- stamp. Does all forms need to be on 500/- stamp paper or only declarations need to be on 500/-stamp paper?	Section I IFB Clause 1.4 qualifying requirement Sl No. 3 shall be in one Rs 500/- stamp paper. Section I IFB Clause 1.4 qualifying requirement Sl No. 6, 7 and 8 shall be in a single Rs. 500/- stamp paper